



Addendum

to the Master Agreement

Schoolwires, Inc.

330 Innovation Blvd., Suite 301, State College, PA 16803

Phone: 814-689-1046 Fax 866-891-8612

www.schoolwires.com

Schoolwires SPIN Number: 143027372

District/Entity ("CLIENT") Name: Maricopa County Education Service Agency

4041 N. Central Ave., Ste. 1100

Phoenix, AZ 85012

Customer ID [AZ00001882]

Subsidized by Champions of Education Program?	Has Applied/Will Apply for E-Rate?	Account Tier	
Yes	No	Tier 0 (1 school)	
Initial Term of Agreement	Start Date	Expiration Date *	
1 Months	06/01/2012	06/30/2012	

Amendment to the Master Agreement

This Addendum amends the Master Agreement (the "Agreement") previously entered into, and currently in effect between the parties. Under this Addendum, Schoolwires, Inc. ("Schoolwires") will provide Client with the Licensed Software, support and/or services listed in Exhibit A, for the fees set forth in Exhibit A, for or during the period beginning with the Start Date of Addendum and ending on the Expiration Date of Addendum. In the event that the Expiration Date of this Addendum falls after the expiration date of the Agreement, then the Agreement is hereby renewed so that it shall remain in effect until the Expiration Date of this Amendment. This Addendum and the Agreement are subject to renewal in accordance with the relevant provisions of the Standard Terms and Conditions. In all other respects, the Agreement shall remain in full force and effect.

Fees and Payment Terms

Schoolwires, Inc. ("Schoolwires") will provide Client with the Licensed Software, support and/or services to the extent indentified in Exhibit A of this Addendum to the Master Agreement for the fees set forth in Exhibit A. Any amounts indicated in Exhibit A are in addition to all other amounts payable under the Agreement. In the event that this Addendum renews the Agreement beyond its current term, then for the periods specified in Exhibit A, the fees set forth in Exhibit A will include fees due for certain specified Licenses and Services which were acquired under the original Agreement as well as the additional fees due for any new Licenses and/or Services acquired hereunder. Invoicing procedures, payment terms, fees, limitations to increases in annual fees for renewal periods and other such specifics are governed by the relevant provisions of the Schoolwires Standard Terms and Conditions.

Client Accounts Pavable Information:

Chem Accounts I ayable informati	VII.			
Is a PO Number Required? (Y/N)	PO Number:			
Accounts Payable Contact Person Information				
Contact Name:				
Contact Telephone Number:				

The following Exhibits are attached to this agreement:

Exhibit A - Fees

Additional Notes

Client will be hosted by Schoolwires until their servers are ready for Client Hosted Service

EXHIBIT A

	Unit Price	Units	Prorated 1 Months
Professional Services (one-time)			
Network Services: Network Management Services	\$ 185.00	6.00 Hour	\$1,110.00
Total			\$ 1,110.00

By signing below, each of Schoolwires and Client represent that this Addendum to the Master Agreement has received all necessary approvals, that each party is authorized to enter into this contract, and that each party agrees to be bound by the terms of the Master Agreement as modified by this Addendum.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives

Schoolwires, Inc.	Maricopa County Education Service Agency	
Name of Authorized Schoolwires Office	Name of Authorized Maricopa County Education Service Agency Representative	
Title:	Title:	
Signature:	Signature:	
Date:	Date:	
Schoolwires Internal Use Only:		
Service Agency:		
Account Manager:	Megan Evander	